

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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FORWARD FINANCING LLC,  
*Plaintiff,*

**CA No. 16-11878**

v.

BCDG LP *d/b/a* McDonalds,  
Larry Brown, *and* Brenda Brown,  
*Defendants.*

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**COMPLAINT**

Plaintiff Forward Financing LLC sues Defendants BCDG LP, Larry Brown, and Brenda Brown for breach of contract. Specifically, Plaintiff states and alleges as follows:

**PARTIES**

1. Plaintiff is a Delaware corporation with its principal place of business at 36 Bromfield Street, Suite 210, Boston, Massachusetts 02108 and is the successor company of 2Dollar Capital, LLC. All members of Plaintiff presently reside in the Commonwealth of Massachusetts.

2. Defendant BCDG LP is an Iowa Limited Partnership with its principal place of business at 6500 University Ave., Ste 204, Windsor Heights, IA 50324.

3. Defendant Larry Brown is a principal of BCDG LP, and agreed to indemnify Plaintiff for any breaches by Defendant BCDG LP of its agreement with Plaintiff. Defendant Larry Brown resides at 4205 Oakwood Ln, West Des Moines, IA 50265.

4. Defendant Brenda Brown is a principal of BCDG LP, and agreed to indemnify Plaintiff for any breaches by Defendant BCDG LP of its agreement with Plaintiff. Defendant Brenda Brown resides at 4205 Oakwood Ln, West Des Moines, IA 50265.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because this lawsuit involves citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue in this district is proper in accordance with 28 U.S.C. § 1391(a).

### **FACTS**

7. On June 23, 2016, Plaintiff and Defendant McDonalds entered into a Future Receipt Sales Agreement whereby Plaintiff purchased Defendant McDonalds's Future Receipts for the amount of \$200,000.00. A copy of the Future Receipt Sales Agreement is attached hereto as Exhibit A.

8. Pursuant to the terms of the Future Receipt Sales Agreement, Defendant McDonalds is obligated to pay Plaintiff ten percent (10%) of Future Receipts until a total of \$286,000.00 is collected by Plaintiff.

9. Additionally, pursuant to the terms of the Future Receipt Sales Agreement, Defendant McDonalds granted Plaintiff a security interest in its Future Receipts, as that term is defined in the contract.

10. Defendant McDonalds made regular payments between June 28, 2016 and September 6, 2016. However, Defendant McDonalds has not made any payments since September 6, 2016 and has violated the terms and conditions of the agreement.

11. In Future Receipt Sales Agreement, Defendants Larry Brown and Brenda Brown agreed to indemnify Plaintiff for any damages caused by Defendant McDonalds's breaches of the contract. Defendants Larry Brown and Brenda Brown have refused to indemnify Plaintiff for Defendant McDonalds's breach of the agreement.

12. By reason of the default, and in accordance with the terms of the agreement, Plaintiff is owed damages.

13. As of the date of this filing, Defendants owe Plaintiff the sum of \$200,797.88, which is the amount due and unpaid by reason of failure to pay the installments under the agreement.

**COUNT I**  
**(Breach of Contract)**

14. Plaintiff incorporates paragraphs 1 through 13 as if fully set forth herein.

15. Plaintiff and Defendant McDonalds entered into an agreement whereby Defendant McDonalds is obligated to pay Plaintiff ten percent (10%) of its Future Receipts until a total of \$286,000.00 is collected by Plaintiff.

16. In breach of the agreement, Defendant McDonalds has not made any payments since September 6, 2016 and has violated the terms and conditions of the agreement. Defendants Larry Brown and Brenda Brown are responsible for indemnifying Plaintiff for Defendant McDonalds's breaches of the agreement, but have refused to do so in further breach of the agreement.

17. As a result of Defendants' breaches of the agreement, Plaintiff suffered the monetary damages described herein.

**WHEREFORE**, Plaintiff demands judgment against Defendants in the sum of \$200,797.88, an amount equal to the value of the Defendants' Future Receipts.

**COUNT II**  
**(Possession of Collateral)**

18. Plaintiff incorporates paragraphs 1 through 13 as if fully set forth herein.

19. Plaintiff has a security interest in the Future Receipts of Defendant McDonalds.

20. Plaintiff has committed a breach and defaulted under the Future Receipts Sales Agreement.

21. Pursuant to Section 9-609 of the Uniform Commercial Code, Plaintiff is entitled to take possession of the collateral.

**WHEREFORE**, Plaintiff demands judgment against Defendants to entitle Plaintiff to take possession of the Future Receipts.

**AND WHEREFORE**, Plaintiff demands judgment against Defendants in the sum of \$200,797.88, an amount equal to the value of the Defendants' Future Receipts.

Respectfully submitted,  
Forward Financing,  
By its attorneys,

COMBIES HANSON

/s/ Adam J. Combies

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Adam J. Combies, Bar No. 667150  
COMBIES HANSON  
137 Lewis Wharf  
Boston, MA 02110  
T: (617) 556-9964  
F: (617) 556-9965  
acombies@combieshanson.com